

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE September 10, 2003		4. REQUISITION/PURCHASE REQ. NO. W25PHS-21699212		5. PROJECT NO. (If applicable) DACW61-03-B-0016	
6. ISSUED BY US Army Corps of Engineers, Philadelphia Wanamaker Building 100 Penn Square East Contracts Branch, Rm 643		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(✓) 9A. AMENDMENT OF SOLICITATION NO. DACW61-03-B-0016			
				X 9B. DATED (SEE ITEM 11) 04 Aug 2003			
				10A. MODIFICATION OF CONTRACTS/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE				FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.							
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) Environmental Restoration of Dredged Hole #6, Barnegat Bay, Ocean County, New Jersey							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(✓) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) THIS AMENDMENT DOES NOT EXTEND THE SEPTEMBER 18, 2003, 11:00 am BID OPENING DATE. (CONTINUED ON NEXT PAGE)							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY (Signature of Contracting Officer)			

- a. Section 00800 – Delete page 00800-2 in its entirety and substitute with revised page 00800-2 annotated Amendment No. 0003 attached hereto.
- b. Section 01355 – Delete page 01355-4 in its entirety and substitute with revised page 01355-4 annotated Amendment No. 0003 attached hereto.
- c. Section 02325 – Delete page 02325-1 in its entirety and substitute with revised page 02325-1 annotated Amendment No. 0003 attached hereto.
- d. Please indicate receipt of this amendment on Standard Form 1442 (SOLICITATION, OFFER AND AWARD) as Amendment No. 0003. Failure to acknowledge all amendments may be cause for rejection of your bid.

SPECIAL CLAUSES

SC-1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date of receipt by him of notice to proceed, which will be issued approximately 3 October 2003, (b) commence actual dredging no earlier than **16 October 2003**, (c) prosecute work diligently (**no stoppage of work for more than 72 hours**), (**d) complete half of the work by 1 January 2004 and (e) complete the entire work ready for use not later than 31 January 2004**. The time stated for completion shall include final cleanup of the premises. (FAR 52.211-10)

SC-2 LIQUIDATED DAMAGES - CONSTRUCTION (APR 1984)

a. If the Contractor fails to complete the work within the time fixed for the contract, or any extensions thereof, the Contractor shall pay to the Government as liquidated damages, the sum of \$530.00 for each day of delay.

b. If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

c. If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted. (FAR 52.211-12)

SC-3 CONTINUING CONTRACTS (MARCH 1995 EFARS)

a. This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

b. The sum of \$10,000 has been reserved for this contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

c. Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the Contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs f and i below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

d. The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The Contracting Officer will promptly notify the Contractor of any additional funds reserved for the contract by issuing an administrative modification

be excavated, disposed of as directed by the Contracting Officer, replaced with suitable fill material, and planted as required to reestablish vegetation.

3.4 PROTECTION OF FISH AND WILDLIFE

3.4.1 General

The Contractor shall at all times perform all work and take such steps required to minimize interference with or disturbance to fish and wildlife. The Contractor will not be permitted to alter water flows or otherwise disturb native habitat adjacent to any disposal area which, in the opinion of the Contracting Officer, are critical to fish and wildlife.

The winter flounder window (no dredging) is from **1 February** to 31 May, as stipulated by the NJDEP. The submerged aquatic vegetation (SAV) window is from 1 June to 15 October. There is an additional restriction on dredging from 15 April to 15 October to protect eelgrass. ***All dredging activities are limited to the period between 16 October and 31 January. Half of the work shall be completed by 1 January and there shall be no work stoppages for more than 72 hours.***

Turbidity curtains shall be erected around Dredged Hole #6 and shall be secured into the bay bottom at all times. These curtains shall remain in place during the entire filling operation.

3.5 DISPOSAL OF DEBRIS

All debris resulting from dredging operations shall be removed from the disposal area sites, as directed by the Contracting Officer, and disposed of at the Contractor's expense. Such disposal shall comply with all applicable Federal, state, and local laws. Such materials shall be removed from the disposal area sites before the date of completion of the work under these specifications.

3.6 MAINTENANCE OF POLLUTION, EROSION AND SEDIMENTATION CONTROL FACILITIES DURING CONSTRUCTION

During the life of this contract, the Contractor shall maintain all facilities constructed for pollution, erosion and sedimentation control under this contract as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created. During the contract period, the Contractor shall conduct frequent training sessions on environmental protection. The curricula should include methods of detecting and avoiding pollution; familiarity with pollution standards, both statutory and contractual; and installation and care of vegetative covers, plants and other facilities to prevent and correct environmental pollution.

3.7 MEASUREMENT AND PAYMENT

3.7.1 Environmental Protection

No separate measurement or payment will be made for the work specified in this section and all costs in connection therewith shall be included in the costs of all the bid items.

-- End of Section --

SECTION 02325

DREDGING

PART 1 GENERAL

1.1 WORK COVERED BY CONTRACT PRICE

The contract price per cubic yard for dredging shall include the cost of removal of material from an identified borrow area and placement of said material to specified elevations and select dimensions in Dredge Hole #6. Generally, all allowable material identified within the Borrow area or sections of the Borrow area is considered to be suitable for placement in Dredged Hole #6. It is not expected that any ledge rock, large boulders, rock fragments, wrecks, snags, stumps, and piles will be encountered. Nothing in this paragraph shall be construed as prohibiting the removal of excepted material by special means at prices agreed upon and approved in accordance with the Contract Clause entitled: "DIFFERING SITE CONDITIONS".

1.2 REFERENCES

The publications listed below form a part of these specifications to the extent referenced. The publications are referred to in the text by their basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (Latest Rev.) Safety and Health
Requirements Manual

EM 1110-2-1003 (1 Jan. 2001) Hydrographic Surveying
Manual (DRAFT)

CODE OF FEDERAL REGULATIONS (CFR)

33 CFR 156 (1992) Navigation and Navigable Waters,
Oil and Hazardous Material Transfer
Operations

1.3 DEFINITIONS

In this job, Double Creek Channel, Station 0+00 to Station 153+60 is to be considered as a Borrow area. Any references to the Borrow area refer to Double Creek Channel within the stationing from the Station 0+00 to Station 153+60 and everything from 25' outside the channel limit to 25' outside the adjacent channel limit. Thus, the width of the borrow area is the existing channel width, as defined by the channel limits shown on the drawings, plus 50'. All depths for the Borrow area will be given in terms of Mean Low Water. Dredged Hole #6 is the Disposal area. Any references to the Disposal area refer to Dredged Hole #6. All depths for the Disposal area will be given in terms of NAVD88.

1.4 DREDGING RESTRICTIONS

Dredging of material under this contract from the Borrow Area shall only be performed by pipeline dredge. Dredging of material shall only be performed from **16 October through 31 January** in order to avoid impacts to submerged aquatic vegetation (SAV) and winter flounder.